DECLARATION FOR PATENT APPLICATION

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SEP 2 1 2000

As a	below named	inventor, I her	eby declare that:	01	FFICE OF PETITIONS	
My re	esidence, pos	t office addres	s and citizenship	are as stated	d below next to my name	
and jo a pat	oint inventor (i	f plural names are	e listed below) of the	subject matter	ed below) or an original, fir which is claimed and for who CTION OF NUCLEIC ACIDS	
the s	specification	of which				
	(check	U	attached hereto.			
		IVI	filed on <u>Auqust 1</u> ication Serial No.			
			d was amended on _		000 .	
				licable)	 -	
	-		nd understand the cont by any amendment		ve-identified specification bove.	on,
	•	ity to disclose to defined in 37 C		ll information	known to me to be material	to
for pa	atent or invento atent or invento laimed:	or's certificate]	isted below and have a ving a filing date be	lso identified	9 of any foreign application below any foreign applicati application on which priori	ion
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	(Number)	(Country)	(Day/Month/Year)	Filed)Yes	No	
	(Number)	(Country)	(Day/Month/Year	Filed)Yes	No	
applicati	on(s) listed bel	ow and, insofar as	the subject matter of	each of the clai	of any United States Lms of this application by the first paragraph	
					the Patent Office all	
		-			which occurred between	
		rior application	and the national or Po	T internationa	l filing date of this	
applicat	ion:					
	60/084,509		May 6, 1998		CLOSED	
		Serial No.)	(Filing Date)	-	(Status)	
			(p	atented, pend	ing, abandoned)	
				· <u>· </u>		
	(Application	Serial No.)	(Filing Date)	atented, pend	(Status) ing, abandoned)	

Direct all telephone calls to	ROBIN M. SILVA	at (415) 781-1989.

Address all correspondence to:

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File No. A-65909-1/RFT/RMS/RMK

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or	
first inventor:	Cynthia C. Bamdad
	,
Inventor's signature:	
Tilvelitor's signature.	
Date:	
Residence:	Sharon, Massachusetts
Citizenship:	United States of America
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	Sharon, Massachusetts 02067
Full name of	
second inventor:	Changjun Yu
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Inventor's signature:	9/x/2000
Thentor's signature.	
	412/2000
Date:	4/8/2000
	·
Residence:	Pasadena, California
Citizenship:	United States of America
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	Pasadena, California 91107

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ASSIGNMENT

OFFICE OF PETITIONS

WHEREAS, the undersigned, <u>Changjun Yu</u> (hereinafter termed "Inventor"), a resident of <u>Pasadena</u>, County of <u>Los Angeles</u>, State of <u>California</u>, has invented certain new and useful improvements in <u>ELECTRONIC DETECTION OF NUCLEIC ACIDS USING MONOLAYERS</u> and has executed an application for a United States patent disclosing and identifying the invention having Serial No. <u>09/135,183</u> and filing date of <u>August 17, 1998</u>; and

WHEREAS, Clinical Micro Sensors, Inc. (hereinafter termed "Assignee"), a corporation of the State of Deleware, having a place of business at 757 So. Raymond Avenue, State of California, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

- 1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- 2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

- 3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.
- 4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee this day of September 19200.

Changjun Yu
(Inventor)

County of US LINGUES

State of

On this day of ________, in the year _________, before me, _______, a Notary Public of the State of ________, personally appeared ________, personally known to me (or proved to me on the basis of satisfactory-evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

L.S.

